

U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED
TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

Ordered
September 16, 2009

Harold Mark Dennis
Harold Mark Dennis

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION

IN RE:	§	
	§	
Harold Mark Dennis	§	CASE NO. 09-70050-hdh-12
AND	§	
Kimberly Lane Dennis	§	Hearing on September 16, 2009
Debtors	§	9:00 AM
	§	Chapter 12
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Wichita Livestock Sales Co.	§	Hearing on September 16, 2009
Movant	§	9:00 AM
vs.	§	Chapter 12
Mark Dennis and	§	
Kimberly Dennis	§	
Respondents	§	
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Diversified Support Services, Inc.	§	Hearing on September 16, 2009
d/b/a Decatur Livestock Market	§	9:00 AM
Movant	§	Chapter 12
vs.	§	
Mark Dennis and	§	
Kimberly Dennis	§	
Respondents	§	

AGREED ORDER APPROVING COMPROMISE AND SETTLEMENT

On this day the Motion to Approve a Compromise Settlement Agreement ("Motion"), filed by Mark and Kimberly Dennis ("Dennis"), Wichita Livestock Sales Company ("Wichita") and Diversified Support Services, Inc. d/b/a Decatur Livestock Market ("Decatur") Movants was presented to the Court. The Stockman's Bank ("Bank") filed the only objection to approval of the Motion. The Bank's objection has been resolved.

IT IS THEREFORE ORDERED THAT:

1. The Motion, as modified by this Order, is approved.

IT IS FURTHER ORDERED THAT:

2. The amount of Wichita's claim is hereby reduced to Judgment in the amount of \$77,995.38.
3. The amount of Decatur's claim is hereby reduced to Judgment in the amount of \$94,197.31.
4. The Debtors' attorney is authorized to immediately issue the following checks:
 - a. \$20,000.00 to the Debtors for use in their Chapter 12 plan including the payment of administrative claims and attorney fees.
 - b. \$33,244.20 to Wichita.
 - c. \$49,244.20 to Decatur.
5. Sue Dennis is not a party to any compromise or release.
6. The unpaid portion of the amount of Wichita and Decatur's claims will be treated as general unsecured in Debtors' Chapter 12 plan.
7. Wichita and Decatur's unpaid portion of the amount of their claims will be nondischargeable debts as to Mark Dennis.
8. Wichita and Decatur will apply the funds received to fees and expenses included in their claim with the remainder applied against the principal of the debt.
9. All pending motions and objections filed in this case by Wichita and Decatur are hereby withdrawn.
10. This agreement and order does not affect, but rather allows, the right to proceed with any alleged criminal action against Mark Dennis, nor does it affect, but rather allows, the right of either Wichita or Decatur to continue any civil action previously initiated in Archer County.
11. This agreement and order is binding upon conversion or dismissal of the bankruptcy case.

APPROVED AND PREPARED BY

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